

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF QUINCY
AND
GRANT COUNTY SHERIFF'S OFFICE
FOR
PAYMENT OF LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between the City of Quincy ("City"), a municipal corporation, and the Grant County Sheriff's Office ("GCSO"), a public law enforcement agency. The City and GCSO are sometimes referred to individually as a "party" or together as the "parties," as follows:

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act and the Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and

WHEREAS, the City maintains a law enforcement agency that is commonly referred to as the Quincy Police Department ("QPD"); and

WHEREAS, the City had QPD officers attend training on May 8 – 10, 2023; and

WHEREAS, due to the training, QPD needed additional law enforcement support from GCSO to patrol within the City limits; and

WHEREAS, GCSO performed law enforcement services within the City limits while QPD officers were in training; and

WHEREAS, GCSO was agreeable to render such law enforcement services upon the City covering the costs for such services; and

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it was convenient and economical for the City to utilize GCSO's law enforcement services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide GCSO payment for the law enforcement services it performed for the City on May 8 – 10, 2023.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the QPD Chief of Police of the City.

2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

To City:

City of Quincy
Attn: Chief of Police
223 1st Ave. SW
PO Box 426
Quincy, WA 98848

To GCSO:

Grant County Sheriff's Office

Attn: Sheriff Joe Kriete

PO Box 37

Ephrata, WA 98823

3. Duration and Termination.

3.1 This Agreement shall become effective upon full execution by the parties; and posting of this Agreement on each party's respective website.

3.2. This Agreement shall remain in force until the payment provided for in Section 5 of this Agreement is paid by the City, at which time it shall automatically terminate.

4. Law Enforcement Services.

4.1 GCSO provided law enforcement services for the City by providing one GCSO deputy for each QPD shift beginning May 8, 2023, at 6:00 pm, and ending May 10, 2023, at 6:00 am.

4.2 Any incident reports drafted by a GCSO deputy for incidents responded to while performing services under this Agreement shall be filed and maintained by GCSO.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

5.2 GCSO has designated pay amounts, which include compensation for benefits, for its deputies that range from \$81.51/hour to \$142.69/hour ("Hourly Rate"). GCSO shall charge the City the Hourly Rate for the specific deputies that performed services under this Agreement.

5.3 GCSO has a designated flat fee amount of \$100/day for each Sheriff vehicle used by a deputy to perform services under this Agreement ("Vehicle Fee"). GCSO shall charge the City the Vehicle Fee.

5.4 GCSO has invoiced and the City shall pay the invoice by June 15, 2023. A copy of the invoice is attached hereto as Exhibit A and incorporated herein by this reference.

6. Property.

6.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

8. Legal Relations.

8.1 The parties agree that GCSO's relation to the City shall be at all times under this Agreement as an independent contractor. Employees of the GCSO are and remained employees of GCSO while performing services under this Agreement.

8.2 The City agrees to defend, indemnify, and hold harmless the GCSO and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the GCSO.

8.3 GCSO agrees to defend, indemnify, and hold harmless City and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of City. It is further specifically and expressly understood that the indemnification provided herein constitutes GCSO's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. **This waiver has been mutually negotiated by the parties.**

8.4 The obligations stated in subsections 8.2 and 8.3, above, survive termination of this Agreement.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Grant County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws. The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

13. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect

without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Entire Agreement.

15.1 This Agreement contains all the terms and conditions agreed upon by and between the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any modification of this Agreement must be in writing and executed by both parties.

15.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

15.3 This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

CITY OF QUINCY:

By:

Paul Worley
Paul Worley, Mayor

Date:

6/6/2023

ATTEST/AUTHENTICATED:

Nancy E. Schanze
Nancy E. Schanze, Finance Officer/City Clerk

GRANT COUNTY SHERIFF'S OFFICE:

By:

Joe Krute
(Sign Name)

JOE KRUTE, SHERIFF
(Print Name and Title)

Date:

6/21/2023

Approved as to form:

Rebekah Keylor
(Printed Name)

Rebekah Keylor
(Signed)

Deputy Prosecuting Attorney

Date:

6/26/23

EXHIBIT A

Invoice



Sheriff Joe Kriete

GRANT COUNTY SHERIFF'S OFFICE

P.O. Box 37, Ephrata, Washington 98823

Telephone 509-754-2011 ext. 2001

Bill To		RECEIVED		Invoice	
QUINCY POLICE DEPT. POB 426 QUINCY WA 98848		MAY 15 2023		Date	Invoice #
QUINCY POLICE DEPT.				5/10/2023	3345
				Net 30	
Description	Qty	Rate	Amount		
LAW ENFORCEMENT DETAIL IN-SERVICE TRAINING COVERAGE					
Deputy B. Smithson/Overtime/5/8/2023	6	94.56	567.36		
Patrol vehicle usage fee	1	100.00	100.00		
M. Pannek/overtime/5/8/2023-5/9/2023	6	135.07	810.42		
Patrol vehicle usage fee	1	100.00	100.00		
Barajas-Gonzales, Librado/standard rate 5/9/2023	12	62.46	749.52		
Patrol vehicle usage fee	1	100.00	100.00		
Niebla Valencia, Juan /overtime 5/9/2023-5/10/2023	12	91.27	1,095.24		
Patrol vehicle usage fee	1	100.00	100.00		
Phone# 509-754-2011 ext. 2030		Total		\$3,622.54	
E-mail		Payments/Credits		\$0.00	
gcsoaccounts@grantcountywa.gov		Balance Due		\$3,622.54	

John McMillan
Undersheriff
Office 509-754-2011
ext. 2017
jmcmillan@grantcountywa.gov

Gary Mansford
Chief Deputy
Investigations
Office 509-754-2011
ext. 2026
gmansford@grantcountywa.gov

Beau Lamens
Chief Deputy
Field Operations
Office 509-754-2011
ext. 2018
blamens@grantcountywa.gov

Josh Sainsbury
Chief Deputy
Emergency Operations
Office 509-754-2011
ext. 4522
jsainsbury@grantcountywa.gov

Phillip Coats
Chief Deputy
Corrections
Office 509-754-2011
ext. 2021
pcoats@grantcountywa.gov

Tracy Hill
Administrative Assistant
Office 509-754-2011
ext. 2014
thill@grantcountywa.gov

City of Quincy Interlocal Agreement – Payment of Law Enforcement Services

**BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Rob Jones, Chair

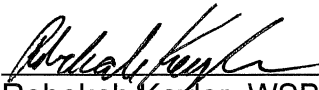
ATTEST:

Cindy Carter, Vice-Chair

Barbara J. Vasquez
Clerk of the Board

Danny E. Stone, Member

Approved as to form:



Rebekah Kaylor, WSBA #53257
Civil Deputy Prosecuting Attorney

Date: 6/26/23

